



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 30, 2004

IN REPLY PLEASE

REFER TO FILE: PD-3

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**JOINT COMMUNITY FACILITIES AGREEMENTS (JCFA)  
SAUGUS UNION SCHOOL DISTRICT-SCC ACQUISITIONS, INC.  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT-SCC ACQUISITIONS, INC.  
COMMUNITY FACILITIES DISTRICT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### **JOINT RECOMMENDATION WITH THE COUNTY LIBRARIAN THAT YOUR BOARD:**

1. Adopt the enclosed resolution declaring that a Joint Community Facilities Agreement with the Saugus Union School District and SCC Acquisitions, Inc., for the County to accept the Bridge and Thoroughfare fees, Regional Traffic Impact fees, and Library fees from the proposed Tesoro Del Valle/Planning Area 6 Community Facilities District, as specified in Section 53316.2 of the Mello-Roos Community Facilities Act of 1982, will be of benefit to the County.
2. Adopt the enclosed resolution declaring that a Joint Community Facilities Agreement with the William S. Hart Union High School District and SCC Acquisitions, Inc., for the County to accept the Bridge and Thoroughfare fees, Regional Traffic Impact fees, and Library fees from the proposed Tesoro Del Valle/Planning Area 6 Community Facilities District, as specified in Section 53316.2 of the Mello-Roos Community Facilities Act of 1982, will be of benefit to the County.

3. Approve and instruct the Chairman to sign the enclosed Joint Community Facilities Agreement between the County of Los Angeles, Saugus Union School District, and SCC Acquisitions, Inc.
4. Approve and instruct the Chairman to sign the enclosed Joint Community Facilities Agreement between the County of Los Angeles, William S. Hart Union High School District, and SCC Acquisitions, Inc.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Saugus Union School District and the William S. Hart Union High School District are currently processing various off-site elements for two separate Community Facilities Districts over the same property, Tesoro Del Valle/Planning Area 6, with SCC Acquisitions, Inc. These off-site elements, which include Bridge and Thoroughfare District fees, Regional Traffic Impacts fees, and Library fees, will be financed from the bonds issued by the William S. Hart Union High School District as part of their Community Facilities District and from the bonds issued by the Saugus Union School District as part of their Community Facilities District. Since these fees are conditions of approval for subdivision development within the unincorporated area and in order for the financing that is being proposed by the Saugus Union School District and the William S. Hart Union High School District with SCC Acquisitions, Inc., to be effective, the County must declare that the associated Joint Community Facilities agreements are beneficial to its residents and indicate its willingness to accept ownership and maintenance of the future improvements funded by these fees.

The two community facilities districts are being processed by the Saugus Union School District and the William S. Hart Union High School District over the same property, Tesoro Del Valle/ Planning Area 6. Certain off-site elements are within unincorporated areas of the County. SCC Acquisitions, Inc., will finance a portion of certain off-site improvements that will have a regional benefit of improving the flow of traffic and providing funds for public library facilities.

### **Implementation of Strategic Plan Goals**

The agreements further our commitment to Service Excellence through the provision of regional infrastructure improvements that will have a positive impact on the quality of life of County residents.

### **FISCAL IMPACT/FINANCING**

The Resolutions and Joint Community Facilities agreements do not include any financial obligation for the County. The maintenance and operation of future improvements that will be financed with these fees will be performed as part of a routine function of Public Works using Road funds. Library fees will finance the future upgrades, operation, and maintenance of public library facilities.

The future improvements within the unincorporated area will be financed as part of the community facilities districts. These community facilities districts will be formed by the Saugus Union School District and the William S. Hart Union High School District with SCC Acquisitions, Inc., and will not include any financial obligation for the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Resolutions and Joint Community Facilities agreements, which are in accordance with the provisions of Section 53316.2 of the California Government Code, have been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The Environmental Impact Report for Tentative Tract No. 51644, which includes the property known as Tesoro Del Valle/Planning Area 6, was approved and certified by the Department of Regional Planning on May 19, 1999.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The review and approval of these subdivisions is under the purview of the County as a routine function of Public Works.

### **CONCLUSION**

Upon the adoption of the Resolutions, please return one certified copy of each to us for transmittal to the appropriate school district.

The Honorable Board of Supervisors  
September 30, 2004  
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The enclosed agreements are being executed in counterparts. Enclosed are four originals and a County file copy of each of the two Joint Community Facilities agreements. Upon approval, please return three originals of each agreement and three approved copies of this letter to Public Works, and forward one original of each agreement and one copy of this letter to the County Library for their records. We will return the County original to you upon our receipt of the counterparts from the Saugus Union School District and the William S. Hart Union High School District and SCC Acquisitions, Inc. At that time, you may conform the County file copy and forward it to County Counsel.

Respectfully submitted,

DONALD L. WOLFE  
Interim Director of Public Works

MARGARET DONELLAN TODD  
County Librarian

JRP:la  
C050448  
A:\Hart-Saugus BoardLtr.doc

Enc.

cc: Chief Administrative Office  
County Counsel  
County Library  
Treasurer and Tax Collector

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, CALIFORNIA, DECLARING  
SAUGUS UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT'S JOINT  
COMMUNITY FACILITIES AGREEMENT TO BE BENEFICIAL TO  
THE RESIDENTS OF THE COUNTY OF LOS ANGELES**

WHEREAS, the Saugus Union School District (SCHOOL DISTRICT) and SCC Acquisitions, Inc., (COMPANY) have, heretofore, entered into that certain School Facilities Funding Agreement ("FUNDING AGREEMENT"), as it may be amended, regarding the Tesoro Del Valle Planning Area 6 project; and

WHEREAS, in accordance with Funding Agreement, School District is considering proceedings pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982" ("ACT") for the financing of certain Bridge and Thoroughfare fees ("B&T FEES"), Regional Traffic Impact fees ("TRAFFIC FEES"), Library fees ("LIBRARY FEES"), all collectively known as "COUNTY FACILITIES," and school facilities ("SCHOOL FACILITIES"), and levy special taxes on properties within the proposed Community Facilities District; and

WHEREAS, County of Los Angeles (COUNTY) is a political subdivision of the State of California and is authorized to provide public infrastructure, which will be beneficial to the residents of COUNTY; and

WHEREAS, COUNTY FACILITIES will be under the ownership, management, and control of County; and

WHEREAS, SCHOOL DISTRICT, COUNTY, and COMPANY desire, at this time, to enter into a Joint Financing Agreement pursuant to the provisions and authorization of Section 53316.2 of the Act.

NOW, THEREFORE, BE IT RESOLVED, by County of Los Angeles Board of Supervisors, State of California, that such a joint financing agreement would be beneficial to the residents of COUNTY.

The foregoing Resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By Franco E. Sult  
Deputy

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, CALIFORNIA, DECLARING  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT COMMUNITY FACILITIES  
DISTRICT'S JOINT COMMUNITY FACILITIES AGREEMENT TO BE BENEFICIAL TO  
THE RESIDENTS OF THE COUNTY OF LOS ANGELES**

WHEREAS, the William S. Hart Union High School District (SCHOOL DISTRICT) and SCC Acquisitions, Inc., (COMPANY) have, heretofore, entered into that certain School Facilities Funding Agreement ("FUNDING AGREEMENT"), as it may be amended regarding the Tesoro Del Valle Planning Area 6 project; and

WHEREAS, in accordance with FUNDING AGREEMENT, SCHOOL DISTRICT is considering proceedings pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982" ("ACT") for the financing of certain Bridge and Thoroughfare fees ("B&T FEES"), Regional Traffic Impact fees ("TRAFFIC FEES"), Library fees ("LIBRARY FEES"), all collectively know as "COUNTY FACILITIES," and school facilities ("SCHOOL FACILITIES"), and levy special taxes on properties within the proposed Community Facilities District; and

WHEREAS, County of Los Angeles (COUNTY) is a political subdivision of the State of California and is authorized to provide public infrastructure, which will be beneficial to the residents of COUNTY; and

WHEREAS, COUNTY FACILITIES will be under the ownership, management, and control of COUNTY; and

WHEREAS, SCHOOL DISTRICT, COUNTY, and COMPANY desire, at this time, to enter into a Joint Financing Agreement pursuant to the provisions and authorization of Section 53316.2 of the Act.

NOW, THEREFORE, BE IT RESOLVED, by County of Los Angeles Board of Supervisors, State of California, that such a joint financing agreement would be beneficial to the residents of COUNTY.


The foregoing Resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By   
Deputy



## **JOINT COMMUNITY FACILITIES AGREEMENT**

This Joint Community Facilities Agreement ("AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the County of Los Angeles ("COUNTY"), a political subdivision of the State of California ("STATE"); the Saugus Union School District ("DISTRICT"), a California public school district; and SCC Acquisitions, Inc., a California corporation ("COMPANY"). The purpose of the AGREEMENT is to provide for financing of certain fees imposed by COUNTY upon COMPANY'S project known as Planning Area 6 ("PROJECT"). COUNTY, DISTRICT, and COMPANY may be referred to herein individually as a "PARTY" and collectively as "PARTIES."

### **RECITALS**

- A. COMPANY is the master developer of PROJECT, which is located within the boundaries of DISTRICT in an unincorporated portion of COUNTY.
- B. Pursuant to COMPANY'S request, DISTRICT has agreed to form a Community Facilities District in accordance with the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code ("MELLO-ROOS ACT"), which is intended to finance COMPANY'S obligation to mitigate the impacts on DISTRICT'S school facilities resulting from development of PROJECT ("PROJECT CFD").
- C. COMPANY has proposed that, in addition to satisfying COMPANY'S mitigation obligation to DISTRICT, proceeds of bonds issued by PROJECT CFD ("BOND PROCEEDS") be used, in accordance with the provisions of MELLO-ROOS ACT, to finance certain bridge and thoroughfare fees ("B&T FEES"), regional traffic impact fees ("TRAFFIC FEES"), and library fees ("LIBRARY FEES") imposed on PROJECT by COUNTY for public facilities of COUNTY.
- D. MELLO-ROOS ACT provides that PROJECT CFD may finance B&T FEES, TRAFFIC FEES, and LIBRARY FEES (collectively, "COUNTY FEES") for public facilities of COUNTY pursuant to a Joint Community Facilities Agreement ("JCFA") adopted pursuant to Government Code, Section 53316.2. PARTIES acknowledge that the purpose of this AGREEMENT is to satisfy the requirements of MELLO-ROOS ACT in that regard.
- E. Each PARTY has determined that entering into a JCFA to enable PROJECT CFD to finance some or all of COUNTY FEES will be of benefit to the residents of COUNTY and DISTRICT, and therefore, PARTIES desire to enter into this JCFA pursuant to Government Code, Section 53316.2.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, PARTIES hereto agree as follows:

1. Recitals: Each of the above recitals is true and correct and is hereby incorporated as part of this AGREEMENT.
2. Formation of PROJECT CFD-Costs: DISTRICT shall have the jurisdiction to undertake, and shall be solely responsible for undertaking, the proceedings to form PROJECT CFD, to levy special taxes within PROJECT CFD, and to issue bonded indebtedness pursuant to MELLO-ROOS ACT within PROJECT CFD (hereinafter referred to as "PROJECT CFD BONDS"). COUNTY is not directly or indirectly approving or responsible in any way whatsoever for the levy of special taxes within PROJECT CFD ("SPECIAL TAXES") nor is COUNTY directly or indirectly approving or responsible in any way whatsoever for the issuance of PROJECT CFD BONDS by PROJECT CFD. COUNTY shall not be responsible in any way whatsoever for the costs of the formation of PROJECT CFD. DISTRICT shall have no liability to COUNTY if PROJECT CFD is not formed or if SPECIAL TAXES and/or PROJECT CFD BONDS are not authorized by the qualified electors within PROJECT CFD or if, for any reason, PROJECT CFD BONDS are not issued.
3. Financing of COUNTY FEES:
  - (a) COUNTY acknowledges and agrees that PROJECT CFD may finance all or any portion of COUNTY FEES for PROJECT from BOND PROCEEDS.
  - (b) A portion of COUNTY FEES may be paid prior or subsequent to the approval of this AGREEMENT and/or prior to the issuance of PROJECT CFD BONDS, which amounts shall be eligible for reimbursement from BOND PROCEEDS; provided such amounts will be reimbursed by PROJECT CFD solely from BOND PROCEEDS if, and when, PROJECT CFD BONDS are issued and then only to the extent that BOND PROCEEDS are available to pay such amounts after payment of expenses related to the formation of PROJECT CFD and issuance of PROJECT CFD BONDS and payment of agreed amounts to DISTRICT. The payment of COUNTY FEES, prior or subsequent to the approval of this AGREEMENT and/or prior or subsequent to the issuance of the PROJECT CFD BONDS, shall not be construed as a dedication or gift of COUNTY FEES or as a waiver of any right to reimbursement of such COUNTY FEES. If COUNTY FEES are paid, prior or subsequent to the approval of this AGREEMENT and/or prior or subsequent to the issuance of the PROJECT CFD BONDS, COMPANY will seek reimbursement directly from PROJECT CFD once

PROJECT CFD BONDS have been issued, and DISTRICT agrees that PROJECT CFD shall reimburse COMPANY for such COUNTY FEES to the extent that BOND PROCEEDS are available for such purpose after payment of expenses related to formation of PROJECT CFD and issuance of PROJECT CFD BONDS and payment of agreed amounts to DISTRICT.

- (c) Following the issuance of PROJECT CFD BONDS, to the extent that BOND PROCEEDS are available after funding all expenses and agreed obligations to DISTRICT, COUNTY FEES may be paid directly to COUNTY upon the execution and submission of a request for payment by COMPANY ("DISBURSEMENT REQUEST"). Upon receipt of such DISBURSEMENT REQUEST, PROJECT CFD shall wire transfer (or pay in another mutually acceptable manner) to COUNTY such requested funds to the extent that BOND PROCEEDS are available for such purpose to the extent agreed by DISTRICT and COMPANY.
- (d) After PROJECT CFD BONDS are issued, to the extent that the amount paid from BOND PROCEEDS by PROJECT CFD directly to COUNTY is insufficient to pay COUNTY FEES due, the Property Owner shall pay the difference directly to COUNTY.

4. Responsibility for COUNTY FEES:

- (a) PARTIES hereto acknowledge and agree that all COUNTY FEES are due and payable at the time established by COUNTY, and the timing and payment of such COUNTY FEES are not contingent on the formation of PROJECT CFD or the issuance of PROJECT CFD BONDS by PROJECT CFD. The responsibility for the use of COUNTY FEES lies solely with COUNTY, and COUNTY agrees to use such funds for the purposes for which such COUNTY FEES were adopted.
- (b) If the amount derived from BOND PROCEEDS is not sufficient, or if BOND PROCEEDS are otherwise not available to fund the total cost of COUNTY FEES for PROJECT, PARTIES hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Property Owner and shall not lie with DISTRICT, PROJECT CFD, or COUNTY.

5. Amendment: This AGREEMENT may be amended at any time but only in writing, signed by all PARTIES.

6. Entire Agreement: This AGREEMENT contains the entire agreement between PARTIES with respect to the matters provided for herein and supersedes all prior agreements and negotiations between PARTIES with respect to the subject matter of this AGREEMENT. The signatories hereto represent that they have been appropriately authorized to enter into this AGREEMENT on behalf of PARTY for whom they sign.

- [illegible]

[Signature page for Joint Community Facilities Agreement between County of Los Angeles, Saugus Union School District, and the SCC Acquisitions, Inc.]

The foregoing AGREEMENT was on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, adopted by the Board of Supervisors of the County of Los Angeles.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By Franco E. Soto  
Deputy

[Signature page for Joint Community Facilities Agreement between County of Los Angeles, Saugus Union School District, and the SCC Acquisitions, Inc.]

The Board of Trustees of the Saugus Union School District approved this AGREEMENT on the \_\_\_\_ day of \_\_\_\_\_, 2004, and authorized execution and delivery hereof by the undersigned representative of DISTRICT.

SAUGUS UNION SCHOOL DISTRICT

By \_\_\_\_\_  
Robert Cutting, Assistant Superintendent  
Business

[Signature page for Joint Community Facilities Agreement between County of Los Angeles, Saugus Union School District, and the SCC Acquisitions, Inc.]

The President of SCC Acquisitions, Inc., approved this AGREEMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

SCC ACQUISITIONS, INC.  
A CALIFORNIA CORPORATION

By \_\_\_\_\_  
Bruce Elieff, President

## JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement ("AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the County of Los Angeles ("COUNTY"), a political subdivision of the State of California ("STATE"); the William S. Hart Union High School District ("DISTRICT"), a California public school district; and SCC Acquisitions, Inc., a California corporation ("COMPANY"). The purpose of the AGREEMENT is to provide for financing of certain fees imposed by COUNTY upon COMPANY'S project known as Planning Area 6 ("PROJECT"). COUNTY, DISTRICT, and COMPANY may be referred to herein individually as a "PARTY" and collectively as "PARTIES."

### RECITALS

- A. COMPANY is the master developer of PROJECT, which is located within the boundaries of DISTRICT in an unincorporated portion of COUNTY.
- B. Pursuant to COMPANY'S request, DISTRICT has agreed to form a community facilities district (hereinafter referred to as "CFD") in accordance with the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code ("MELLO-ROOS ACT"), which is intended to finance COMPANY'S obligation to mitigate the impacts on DISTRICT'S school facilities resulting from development of PROJECT ("PROJECT CFD").
- C. COMPANY has proposed that, in addition to satisfying COMPANY'S mitigation obligation to DISTRICT, proceeds of bonds issued by PROJECT CFD ("BOND PROCEEDS") be used, in accordance with the provisions of the Mello-Roos Act, to finance certain bridge and thoroughfare fees ("B&T FEES"), regional traffic impact fees ("TRAFFIC FEES"), and library fees ("LIBRARY FEES") imposed on PROJECT by COUNTY for public facilities of COUNTY.
- D. MELLO-ROOS ACT provides that PROJECT CFD may finance B&T FEES, TRAFFIC FEES, and LIBRARY FEES (collectively, "COUNTY FEES") for public facilities of COUNTY pursuant to a Joint Community Facilities Agreement ("JCFA") adopted pursuant to Government Code, Section 53316.2. PARTIES acknowledge that the purpose of this AGREEMENT is to satisfy the requirements of MELLO-ROOS ACT in that regard.
- E. Each PARTY has determined that entering into a JCFA to enable PROJECT CFD to finance some or all of COUNTY FEES will be of benefit to the residents of COUNTY and DISTRICT, and therefore, PARTIES desire to enter into this JCFA pursuant to Government Code, Section 53316.2.



## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, PARTIES hereto agree as follows:

1. Recitals: Each of the above recitals is true and correct and is hereby incorporated as part of this AGREEMENT.
2. Formation of PROJECT CFD-Costs: DISTRICT shall have the jurisdiction to undertake, and shall be solely responsible for undertaking, the proceedings to form PROJECT CFD, to levy special taxes within PROJECT CFD, and to issue bonded indebtedness pursuant to MELLO-ROOS ACT within PROJECT CFD (hereinafter referred to as "PROJECT CFD BONDS"). COUNTY is not directly or indirectly approving or responsible in any way whatsoever for the levy of special taxes within PROJECT CFD ("SPECIAL TAXES") nor is COUNTY directly or indirectly approving or responsible in any way whatsoever for the issuance of PROJECT CFD BONDS by PROJECT CFD. COUNTY shall not be responsible in any way whatsoever for the costs of the formation of PROJECT CFD. DISTRICT shall have no liability to COUNTY if PROJECT CFD is not formed or if SPECIAL TAXES and/or PROJECT CFD BONDS are not authorized by the qualified electors within PROJECT CFD or if, for any reason, PROJECT CFD BONDS are not issued.
3. Financing of COUNTY FEES:
  - (a) COUNTY acknowledges and agrees that PROJECT CFD may finance all or any portion of COUNTY FEES for PROJECT from BOND PROCEEDS.
  - (b) A portion of COUNTY FEES may be paid prior or subsequent to the approval of this AGREEMENT and/or prior to the issuance of PROJECT CFD BONDS, which amounts shall be eligible for reimbursement from BOND PROCEEDS; provided such amounts will be reimbursed by PROJECT CFD solely from BOND PROCEEDS if, and when, PROJECT CFD BONDS are issued and then only to the extent that BOND PROCEEDS are available to pay such amounts after payment of expenses related to the formation of PROJECT CFD and issuance of PROJECT CFD BONDS and payment of agreed amounts to DISTRICT. The payment of COUNTY FEES, prior or subsequent to the approval of this AGREEMENT and/or prior or subsequent to the issuance of PROJECT CFD BONDS, shall not be construed as a dedication or gift of COUNTY FEES or as a waiver of any right to reimbursement of such COUNTY FEES. If COUNTY FEES are paid, prior or subsequent to the approval of this AGREEMENT and/or prior or subsequent to the issuance of PROJECT CFD BONDS, COMPANY will seek reimbursement directly from PROJECT CFD once PROJECT CFD BONDS have been issued, and DISTRICT agrees that PROJECT CFD shall reimburse COMPANY for such COUNTY FEES to the extent that BOND PROCEEDS are available for such purpose after payment of expenses related to formation of PROJECT CFD and issuance of PROJECT CFD BONDS and payment of agreed amounts to DISTRICT.

- (c) Following the issuance of PROJECT CFD BONDS, to the extent that BOND PROCEEDS are available after funding all expenses and agreed obligations to DISTRICT, COUNTY FEES may be paid directly to COUNTY upon the execution and submission of a request for payment by COMPANY ("DISBURSEMENT REQUEST"). Upon receipt of such DISBURSEMENT REQUEST, PROJECT CFD shall wire transfer (or pay in another mutually acceptable manner) to COUNTY such requested funds to the extent that BOND PROCEEDS are available for such purpose to the extent agreed by DISTRICT and COMPANY.
- (d) After PROJECT CFD BONDS are issued, to the extent that the amount paid from BOND PROCEEDS by PROJECT CFD directly to COUNTY is insufficient to pay COUNTY FEES due, the Property Owner shall pay the difference directly to COUNTY.

4. Responsibility for COUNTY FEES:

- (a) PARTIES hereto acknowledge and agree that all COUNTY FEES are due and payable at the time established by COUNTY, and the timing and payment of such COUNTY FEES are not contingent on the formation of PROJECT CFD or the issuance of PROJECT CFD BONDS by PROJECT CFD. The responsibility for the use of COUNTY FEES lies solely with COUNTY, and COUNTY agrees to use such funds for the purposes for which such COUNTY FEES were adopted.
- (b) If the amount derived from BOND PROCEEDS is not sufficient, or if BOND PROCEEDS are otherwise not available to fund the total cost of COUNTY FEES for PROJECT, PARTIES hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Property Owner and shall not lie with DISTRICT, PROJECT CFD, or COUNTY.

- 5. Amendment: This AGREEMENT may be amended at any time but only in writing, signed by all PARTIES.
- 6. Entire Agreement: This AGREEMENT contains the entire agreement between PARTIES with respect to the matters provided for herein and supersedes all prior agreements and negotiations between PARTIES with respect to the subject matter of this AGREEMENT. The signatories hereto represent that they have been appropriately authorized to enter into this AGREEMENT on behalf of PARTY for whom they sign.
- 7. Successors and Assigns: This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of PARTIES hereto. This AGREEMENT may not be assigned without the prior written consent of the other PARTIES hereto.



[Signature page for Joint Community Facilities Agreement between County of Los Angeles, William S. Hart Union High School District, and the SCC Acquisitions, Inc.]

The foregoing AGREEMENT was on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, adopted by the Board of Supervisors of the County of Los Angeles.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By   
Deputy

[Signature page for Joint Community Facilities Agreement between County of Los Angeles, William S. Hart Union High School District, and the SCC Acquisitions, Inc.]

The Board of Trustees of the William S. Hart Union High School District approved this AGREEMENT on the \_\_\_\_ day of \_\_\_\_\_, 2004, and authorized execution and delivery hereof by the undersigned representative of DISTRICT.

WILLIAM S. HART UNION HIGH  
SCHOOL DISTRICT

By \_\_\_\_\_  
Rory Livingston  
Assistant Superintendent, Business Services

[Signature page for Joint Community Facilities Agreement between County of Los Angeles, William S. Hart Union High School District, and the SCC Acquisitions, Inc.]

The President of SCC Acquisitions, Inc., approved this AGREEMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

SCC ACQUISITIONS, INC.  
A CALIFORNIA CORPORATION

By \_\_\_\_\_  
Bruce Elieff, President